PERUVIAN ANCHOVY NORTHERN-CENTRAL STOCK (Chimbote, Peru)  
DIRECT HUMAN CONSUMPTION FISHERY IMPROVEMENT PROJECT  
FRAMWORK COLLABORATION AGREEMENT

This Framework Collaboration Agreement is entered into by LOVERING FOODS LTD, hereinafter LOVERING FOODS, with domicile in Red Central, 60 High Street, Redhill, Surrey RH1 1NY, United Kingdom, represented by Ms. Caitlin Schindler; COMPAÑÍA AMERICANA DE CONSERVAS S.A.C., hereinafter COMPAÑÍA AMERICANA DE CONSERVAS, with domicile in Sector Mogote Grande s/n (prolongación Av. 28 de julio), San Andrés, Pisco, Ica, Peru, represented by Angel Abaurrea; and the CENTRE FOR DEVELOPMENT AND SUSTAINABLE FISHERIES, hereinafter CeDePesca, with domicile in Edificio Jardines de Vista Hermosa, PB-F, Panama City, Panama, represented by Mr. Ernesto Godelman.

This Framework Collaboration Agreement will be governed by the following principles:

**First:** It is mutually agreed that LOVERING FOODS, COMPAÑÍA AMERICANA DE CONSERVAS and CeDePesca will promote the development of joint projects, technical works, exchange of information, capacity-building and training activities, as well as any other kind of collaboration aiming to achieve, for the Peruvian Anchovy for Direct Human Consumption fishery that takes place in Chimbote (Peru) waters, a certifiable status against the Marine Stewardship Council (MSC) standard.

**Second:** In view of scheduling, organizing and coordinating activities that stem from the present Framework Collaboration Agreement, LOVERING FOODS, COMPAÑÍA AMERICANA DE CONSERVAS and CeDePesca agree to appoint a coordinator that will represent each one of the Parties. Through the coordinators, any of the institutions may launch proposals for activities within the scope of this Agreement.

**Third:** Actions that result from this Framework Collaboration Agreement shall be implemented according to Specific Agreements where details for each workplan will be set to accomplish the goals of such plans, as well as the potential economic resources that may be needed and those responsible for each activity.

**Fourth:** The parties agree and accept the following:

a) The expenses that will be incurred as a result of the actions agreed upon in Specific Agreements will be timely covered by LOVERING FOODS and COMPAÑÍA AMERICANA DE CONSERVAS.

b) CeDePesca will provide general advice, coordination and the technical support necessary to put in place the Fisheries Improvement Project (FIP) for the fishery aforementioned at point First.

c) To fulfill its commitment, CeDePesca will maintain meetings with industry representatives, government officials and other stakeholders from the local and international community to encourage them to participate of improvement actions.

d) LOVERING FOODS, COMPAÑÍA AMERICANA DE CONSERVAS and CeDePesca will work with the local supply chain and other stakeholders in Peru to encourage their active participation in the FIP.

e) CeDePesca will track the development of the FIP, and will communicate its progress through quarterly public reports made available at a dedicated webpage at its website and in any other websites that would accept a link to the report.
f) Parties to this Agreement are encouraged to offer links to the FIP webpage at CeDePesca’s website in all public policy declarations that arise from the FIP and of any other information as agreed by all parties.

Fifth: The signature of the present Framework Collaboration Agreement is no obstacle for any of the signing parties to enter into similar agreements with other institutions or entities interested in sharing similar goals.

Sixth: LOVERING FOODS, COMPAÑÍA AMERICANA DE CONSERVAS and CeDePesca will maintain in their relations the highest spirit of cooperation, bearing in mind that the purpose of this Agreement is of common interest to each party. Therefore, the tasks developed within the scope of this Agreement should constitute a positive example of inter-institutional collaboration.

Seventh: Admission of new FIP partners will be determined by consensus of all parties. By virtue of joining the FIP, any new participants acknowledge the terms of this Framework Agreement.

Eighth: This Framework Collaboration Agreement will have a validity of 14 months from the date of the signature of each of the signing parties. However, any of the parties may terminate it by means of written communication to the others, at least three (3) months in advance.

Tenth: The legal domiciles of the parties are the ones mentioned here above. This Agreement will be governed in accordance with the laws of the Republic of Peru. In the event of any legal claim that may arise between the parties as a result of the present Framework Collaboration Agreement, all hereby renounce to any other law jurisdiction or court that may be related to them.

This Framework Collaboration Agreement is signed in three (3) originals of equivalent legal value on November 2nd, 2016.
January 30, 2017
Lovering Foods LTD

Name: Caitlin Schindler
Position: CSR Manager
Date: 30/01/2017

CeDePesca

Name: Ernesto Godelman
Position: President
Date: 02 / Nov / 2016

Company Americana de Conservas SAC

Name: Angel Abad O
Position: President General
Date: 14/02/2017

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PERUVIAN ANCHOVY NORTHERN-CENTRAL STOCK (Chimbote, Peru)  
DIRECT HUMAN CONSUMPTION FISHERY IMPROVEMENT PROJECT  

SPECIFIC AGREEMENT Nº1  

This Specific Agreement is entered into by LOVERING FOODS LTD, hereinafter LOVERING FOODS, with domicile in Red Central, 60 High Street, Redhill, Surrey RH1 1NY, United Kingdom, represented by Ms. Caitlin Schindler; COMPAÑÍA AMERICANA DE CONSERVAS S.A.C., hereinafter COMPAÑÍA AMERICANA DE CONSERVAS, with domicile in Sector Mogote Grande s/n (prolongación Av. 28 de julio), San Andrés, Pisco, Ica, Peru, represented by Mr. Ángel Mario Nozaleda Corripio; and the CENTRE FOR DEVELOPMENT AND SUSTAINABLE FISHERIES, hereinafter CeDePesca, with domicile in Edificio Jardines de Vista Hermosa, PB-F, Panama City, Panama, represented by Mr. Ernesto Godelman, within the context provided by the Framework Collaboration Agreement signed on November 2nd, 2016.

First: CeDePesca has recently conducted a gap analysis of the Peruvian anchovy Northern-Central stock DHC fishery that takes place in waters of Chimbote, Peru, against the sustainability standard set by the Marine Stewardship Council (MSC). This gap analysis provided an update of the MSC Pre-Assessment conducted by Bureau Verites in December 2012.

Second: CeDePesca has presented a report with the results of the gap analysis and a summary of the fishery improvements that should be implemented in order to attain an MSC certifiable status. In addition, it presented a FIP Action Plan that is hereby approved by all parties and is presented as Annex A to this Specific Agreement.

Third: In order to implement the private Onboard Observers Program to be coordinated by CeDePesca, COMPAÑÍA AMERICANA DE CONSERVAS commits itself to requiring and providing the technical data and information needed, as well as to actively participate of data collection activities and other activities that encourage participation from fishers associated to its supply chain.

Fourth: FIP Partners LOVERING FOODS and COMPAÑÍA AMERICANA DE CONSERVAS commit to providing a financial contribution to assist with the costs for such improvement activities during the 14-month implementation period as determined by the budget hereby approved by all parties and presented as Annex B to this Specific Agreement.

Fifth: The aforementioned funds will be provided in three installments as described in Annex B. The first installment will be made available with the signing of this Specific Agreement in January 2017; the second installment will be made available in July 2017 against the delivery of a first interim report to be provided by CeDePesca, and the third installment will be made available in January 2018 against the delivery of a second interim report to be provided by CeDePesca. CeDePesca will also provide a final report to FIP partners in March 2018, after all activities in the Action Plan have been completed.
Sixth: This Specific Agreement is controlled by the general clauses set in the Framework Collaboration Agreement mentioned herein above.

This Specific Agreement is signed in three (3) originals of equivalent legal value on January 11th, 2017.

Lovering Foods LTD

Name: Caitlin Schindler
Position: CSR Manager
Date: 30/01/2017

Compañía Americana de Conservas

Name: Ángel Mario Nozaleda Corripio
Position: Legal representative
Date: 11/ Jan / 2017

CeDePesca

Name: Ernesto Godelman
Position: President
Date: 11 / Jan / 2017
ANNEX A

Action Plan for getting a certifiable status for the Peruvian anchovy DHC fishery
(October 2016)

From the strengths and weaknesses analysis against the MSC standard, it arises that four main issues need to be addressed:

1. It is necessary to demonstrate that the fishery complies with the requirement of tending to the needs of the ecosystem.
2. It is required that harvest control rules in a low biomass scenario are more explicit, as well as the management objectives related to the ecosystem.
3. Unreported fishing and illegal vessels represent a potential danger for the sustainability of the fishery.
4. It is necessary to achieve a better understanding of the impacts of the Unit of Assessment on ETP species and habitats.

Action 1. Demonstrating that the management system considers the ecosystem needs.

Task 1.1. Hire a highly regarded professional to elaborate the document together with CeDePesca staff.
Task 1.2. Elaborate a well-based document that demonstrates what is the real influence of anchovy in the ecosystem, what is its biomass trend related to the ecosystem needs, and what are the population trends of species that feed on anchovy.

Action 2. Promoting improvements for the Management System

Task 2.1. Draft a proposal that ensures that harvest control rules under a low biomass scenario and the management objectives regarding the ecosystem are explicitly considered.
Task 2.2. Hold meetings with officials and authorities to encourage the implementation of measures in line with the proposal.

Action 3. Promoting actions to minimize unreported fishing and the number of illegal vessels in the fishery

Task 3.1. Conform wide alliances between stakeholders interested in solving the issue of unreported fishing and illegal vessels in the fishery.
Task 3.2. Conduct workshops with stakeholders to define the IHC/DHC ratios and an effective and mandatory catch certificate system for DHC.
Task 3.3. Conduct workshops to improve the Inter-Institutional coordination between PRODUCE, DIREPROs and DICAPI.
Task 3.4. Disseminate the results of the workshops.
Task 3.5. Hold meetings with authorities to find ways to support the implementation process of measure D.S. 006-2015 and its corresponding enforcement controls.
Action 4. Determining the impacts of the fleet on ETP species and other ecosystem components and mitigate them, if necessary.

Task 4.1. Establish a protocol for data collection.
Task 4.2. Recruit and train two on board observers.
Task 4.3. Implementing an onboard data collection program during one annual fishing season (one year), observing one trip every other day.
Task 4.4. Analyze and publish the outcomes of the observer program.
Task 4.5. Promote mitigation measures for the impacts, in case it is deemed necessary in light of the analysis of the collected information.
### Outline of proposed activities

**Action 1. Demonstrating that the management system considers the ecosystem needs**

- Task 1.1. Hire highly regarded professional
- Task 1.2. Elaborate a well-based document

**Action 2. Promoting improvements for the Management System**

- Task 2.1. Elaborate a proposal
- Task 2.2. Hold meetings with officials and authorities

**Action 3. Promoting actions to minimize unreported fishing and the number of illegal vessels in the fishery**

- Task 3.1. Conform alliances
- Task 3.2 Conduct workshops with stakeholders to define the IHC/DHC ratios and an effective and mandatory catch certificate system for DHC
- Task 3.3. Conduct workshop to improve the inter-institutional coordination
- Task 3.4. Disseminate the results of the workshops.
- Task 3.5. Hold meetings with authorities to find ways to support the implementation process of measure DS 006-2015 and its corresponding enforcement controls.

**Action 4. Determining the impacts of the fleet on ETP species and other ecosystem components and mitigate them, if necessary**

- Task 4.1. Establish a protocol for data collection
- Task 4.2. Recruit and train two on board observers
- Task 4.3. Implement the onboard data collection program during one annual fishing season, observing one trip every other day
- Task 4.4. Analyze and publish the outcomes of the data collection program
- Task 4.5. Promote mitigation measures for the impacts, in case it is deemed necessary in light of the analysis of the collected information.
Annex B

Presupuesto PROME Anchoveta CHD

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<th>Nombre del Socio Coordinador:</th>
<th>Centro Desarrollo y Pesca Sustentable (CaDePeSa)</th>
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<tr>
<td>Responsable del Proyecto:</td>
<td>Ernesto Godelman - Julissa Meiò</td>
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| **2. Consultorías y Contratos** |                 |                  |                |                         |
| Servicios Profesionales        |                 |                  |                |                         |
| Observadores a bordo            | 10,500.00       | 10,500.00        | 0.00           | 21,000.00               |
| Coordinación de embarques y digitalización de datos | 2,000.00      | 2,000.00        | 0.00           | 4,000.00                |
| **Total Consultorías y Contratos** | 12,500.00      | 12,500.00       | 0.00           | 25,000.00               |

| **3. Equipo**                   |                 |                  |                |                         |
| Muebles y Equipos < = $5,000 (GPS, tablet, rana de agua, chaleco, otros implementos) | 736.00         | 0.00             | 0.00           | 736.00                  |
| **Total Equipo**                | 736.00          | 0.00             | 0.00           | 736.00                  |

| **4. Suministros**             |                 |                  |                |                         |
| Preparación observadores       | 1,000.00        | 0.00             | 0.00           | 1,000.00                |
| **Total Suministros**          | 1,000.00        | 0.00             | 0.00           | 1,000.00                |

| **5. Gastos de viajes**        |                 |                  |                |                         |
| Staff (transporte, alimentación, alojamiento) | 1,830.00      | 1,830.00        | 400.00         | 4,000.00                |
| **Total Viajes**               | 1,830.00        | 1,830.00        | 400.00         | 4,000.00                |

| **6. Reuniones y Capacitación** |                 |                  |                |                         |
| Taller para ayudar en la definición de las proporciones CHICH y del sistema de certificados de captura CHD (2) | 1,750.00      | 1,750.00        | 0.00           | 3,500.00                |
| Taller para la coordinación entre instituciones (2) | 1,750.00      | 1,750.00        | 0.00           | 3,500.00                |
| **Total Reuniones y Capacitación** | 1,750.00      | 1,750.00        | 0.00           | 3,500.00                |

| **Costos Indirectos**          |                 |                  |                |                         |
| Comisiones bancarias por ingresos | 0.00           | 0.00             | 0.00           | 0.00                    |
| Costos de transferencias a Perú | 385.00          | 550.00           | 100.00         | 1,035.00                |
| Seguros (observadores)         | 300.00          | 0.00             | 0.00           | 300.00                  |
| **Total Costos Indirectos**    | 685.00          | 550.00           | 100.00         | 1,335.00                |

| **COSTO TOTAL**                |                 |                  |                |                         |
| Primer semestre                | 26,531.00       | 23,790.00        | 4,860.00       | 55,181.00               |
| Segundo Semestre               |                  |                  |                |                         |
| Total Fondos Requeridos        |                  |                  |                |                         |

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